ORDER FOR SUPPLIES OR SERVICES							Form A <sub>1</sub>	proved	I	Page 1 Of 18						
1. Contract/Purch Order No. 2. Delivery Order No. 3. D					3 Do	nte Of Order 4. Requisi		anicition/Purel	ition/Purch Request No.		5. Certified for Na- tional Defense Under					
	E20-01			2.	Denvery	y Oruc	. 110.			EE SCHEDULE	Keque	est No.	DMS Reg 1 Priority			
6. Issue	d By			J.	Co	ode	W52H09	7. Adn	niniste	red By (I	f other th	nan 6)	Co	de s	0512A	8. Delivery FOB
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16.				This deliver	v order	is issu	ed on ano	ther Gov	ernme	ent agenc	v or in ac	ccorda	nce with and su	bject to	o terms a	nd conditions of
TO	Delive	ry		above numb							•			Ü		
Y R P D					your Oral; X Written Quotation DAAE2001T0126 , Dated 2001JAN24											
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R	Purch	ase	Х							Offer Re	presente	d Bv T	he Numbered I	urchas	e Order	As It May
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	Nam	e Of C	Cont	tractor	_		Signa	ture		_	Туре	d Nam	e And Title			Date Signed
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18. Iter	n No.	19. S	che	dule Of Supp	lies/Serv	vice			Quanti		21. Uni	it	22. Unit Price	23	3. Amoun	ıt
				EDULE T TYPE:					Ordere							
				Fixed-Price	2			A	Accepto	ea						
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		Su	ppl:	y Contracts	and Pr	riced	Orders									
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Name of Offeror or Contractor: W MACHINE WORKS

SUPPLEMENTAL INFORMATION

Regulatory Cite	Title	Date

1 HQ, DA NOTICE TO OFFERORS - USE OF CLASS I OZONE-DEPLETING SUBSTANCES

JUL/1993

- (a) In accordance with Section 326 of P.L. 102-484, the Government is prohibited from awarding any contract which includes a specification or standard that requires the use of a Class I ozone-depleting substance (ODS) identified in Section 602(a) of the Clean Air Act, 42 U.S.C. 7671a(a), or that can be met only through the use of such a substance unless such use has been approved, on an individual basis, by a senior acquisition official who determines that there is no suitable substitute available.
- (b) To comply with this statute, the Government has conducted a best efforts screening of the specifications and standards associated with this acquisition to determine whether they contain any ODS requirements. To the extent that ODS requirements were revealed by this review they are identified in Section C with the disposition determined in each case.
- (c) If offerors possess any special knowledge about any other ODSs required directly or indirectly at any level of contract performance, the U.S. Army would appreciate if such information was surfaced to the Contracting Officer for approporate action. To preclude delay to the procurement, offerors should provide any information in accordance with FAR 52.214-6 or 52.215-14 as soon as possible after release of the solicitation and prior to the submission of offers to the extent practicable. It should be understood that there is no obligation on offerors to comply with this request and that no compensation can be provided for doing so.

(AA7020)

2 52-201-4501 NOTICE ABOUT TACOM-RI OMBUDSMAN TACOM-RI

NOV/1995

- a. We have an Ombudsman Office here at TACOM-RI. Its purpose is to open another channel of communication with TACOM-RI contractors.
  - b. If you think that this solicitation:
    - 1. has inappropriate requirements; or
    - 2. needs streamlining; or
    - 3. should be changed

you should first contact the buyer or the Procurement Contracting Officer (PCO).

- c. The buyer's name, phone number and address are on the cover page of this solicitation.
- d. If the buyer or PCO doesn't respond to the problem to your satisfaction, or if you want to make comments anonymously, you can contact the Ombudsman Office. The address and phone number are:

U.S. Army TACOM-RI AMSTA-CM-AR (OMBUDSMAN) Rock Island IL 61299-7630 Phone: (309) 782-3223

Electronic Mail Address: AMSTA-CM-AR@ria.army.mil

- e. If you contact the Ombudsman, please provide him with the following information:
  - (1) TACOM-RI solicitation number;
  - (2) Name of PCO;
  - (3) Problem description;
  - (4) Summary of your discussions with the buyer/PCO.

(End of clause)

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-P-0152

MOD/AMD

**Page** 3 **of** 18

Name of Offeror or Contractor: W MACHINE WORKS

3 52.210-4516 COMMERCIAL EQUIVALENT ITEM(S)

JUN/1998

THE GOVERNMENT HAS A PREFERENCE TO SATISFY ITS NEEDS THROUGH THE ACQUISITION OF COMMERCIAL ITEMS. IF YOU KNOW OF ANY COMMERCIAL EQUIVALENT ITEM(S) FOR THOSE LISTED IN THIS SOLICITATION, PLEASE CONTACT THE CONTRACTING OFFICE. INFORMATION PROVIDED WILL BE CONSIDERED FOR FUTURE PROCUREMENTS.

(END OF CLAUSE)

(AS7003)

4 52.211-4506

INSTRUCTIONS REGARDING SUBSTITUTIONS FOR MILITARY AND FEDERAL

DEC/1997

TACOM-RI SPECIFICATIONS AND STANDARDS

- (a) Section I of this document contains DFARS clause 252.211-7005, Substitutions for Military Specifications and Standards, which allows bidders/quoters/offerors to propose Management Council approved Single Process Initiatives (SPIs) in their bids/quotes/offers, in lieu of military or Federal specifications and standards cited in this solicitation.
- (b) An offeror proposing to use an SPI process under this solicitation shall identify the following for each proposed SPI as required by DFARS 252.211-7005 contained in Section I:

SPI	MILITARY/FEDERAL	LOCATION OF	FACILITY	ACO
	SPEC/STANDARD	REQUIREMENT		

- (c) An offeror proposing to use an SPI process under this soliciltation shall also provide a copy of the Department of Defense acceptance for each SPI process proposed.
- (d) In the event an offeror does not identify any SPI in paragraph (b) above, the Government shall conclude that the bidder/quoter/offeror submits its bid/quote/proposal in accordance with the requirements of this solicitation.
  - (e) The price that is provided by the offeror in the Schedule in Section B will be considered as follows:
- (1) If an SPI is identified in paragraph (b) above, the Government will presume that the price is predicated on the use of the proposed SPI.
- (2) If there is no SPI identified in paragraph (b) above, the Government will presume the price is predicated on the requirements as stated in the solicitation.
- (f) Bidders/quoters/offerors are cautioned that there is always the possibility that the Government could make a determination at the Head of the Contracting (HCA)/Program Executive Officer (PEO) level that the proposed SPI is not acceptable for this procurement. If such a determination is made, and the bid/quote/offer only identifies a price predicated on use of proposed SPI, the bid/quote/offer will be determined nonresponsive. Bidders/quoters/offerors who propose SPI processes are encouraged to provide a price below to reflect their price for the item manufactured in accordance with the requirements as stated in this solicitation to preclude possibly being determined nonresponsive:

CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	 PRICE	\$
CLIN	PRICE	Ś

(End of clause)

## Reference No. of Document Being Continued

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Name of Offeror or Contractor: W MACHINE WORKS

5 52.215-4503 TACOM-RT NOTICE TO OFFERORS - ELECTRONIC BID/OFFER RESPONSE REQUIRED

APR/1999

- 1. In accordance with Management Reform Memorandum (MRM) #2 from the Department of Defense (DoD), all Services are required to eliminate paper from their acquisition process by January 1, 2000 (see information at http://www.acq.osd.mil/pcipt/). In order to meet the DoD goal, TACOM has established an interim goal of "paperless" acquisition by 1 June 1999.
- 2. In response to these mandates, TACOM-RI has established the capability to receive bids, proposals, and quotes electronically. A hotlink from the TACOM-RI Solicitation Page has been activated to fully automate the response process (see http://aais.ria.army.mil/aais/SOLINFO/index.htm).
- 3. <u>IMPORTANT</u>: Bids/proposals/quotes in response to this solicitation are REQUIRED to be submitted in electronic format. Hard copy bids/offers/quotes WILL NOT BE ACCEPTED.
- 4. Your attention is drawn to the following clauses in Section L of this solicitation for instructions and additional information:

LS7011, Electronic Bids/Offers - TACOM-RI (TACOM-RI 52.215-4510)

LS7012, Electronic Award Notice - TACOM-RI (TACOM-RI 52.215-4511)

(End of clause)

(AS7004)

6 52.233-4503

TACOM-RI

AMC-LEVEL PROTEST PROGRAM

JUN/1998

(OCTOBER 1996)

If you have complaints about this procurement, it is preferable that you first attempt to resolve those concerns with the responsible contracting officer. However, you can also protest to Headquarters, AMC. The HQ, AMC-Level Protest Program is intended to encourage interested parties to seek resolution of their concerns within AMC as an Alternative Dispute Resolution forum, rather than filing a protest with General Accounting Office or other external forum. Contract award or performance is suspended during the protest to the same extent, and within the same time periods, as if filed at the GAO. The AMC protest decision goal is to resolve protests within 20 working days from filing. To be timely, protests must be filed wihin the periods specified in FAR 33.103. Send protests (other than protests to the contracting officer) to:

HQ Army Materiel Command Office of Command Counsel ATTN: AMCCC-PL 5001 Eisenhower Avenue Alexandria, VA 22333-0001

Facsimile number (703) 617-4999/5680 Voice Number (703) 617-8176

The AMC-level protest procedures are found at:

 $\verb|http://www.amc.army.mil/amc/command_counsel/protest/protest.html|\\$ 

If Internet access is not available contact the contracting officer or HQ, AMC to obtain the AMC-Level Protest Procedures.

(END OF CLAUSE)

## Reference No. of Document Being Continued

PIIN/SIIN DAAE20-01-P-0152

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Name of Offeror or Contractor: W MACHINE WORKS

7 52.246-4538 TACOM-RT CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2

JUN/1998

THE U.S. ARMY TANK-AUTOMOTIVE AND ARMAMENTS COMMAND (TACOM) ROCK ISLAND (RI) ACTIVELY PARTICIPATES IN THE CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP)2.

THE (CP)2 CERTIFICATION PROCESS IDENTIFIES CONTRACTORS COMMITTED TO TOTAL QUALITY, CUSTOMER SATISFACTION, AND CONTINUOUS IMPROVEMENT OF THEIR DESIGN/DEVELOPMENT AND PRODUCTION PROCESSES. ANY CONTRACTORS WHO HAVE HAD OR ANTICIPATE HAVING CONTRACTS WITH ANY AMC MAJOR SUBORDINATE COMMAND MAY VOLUNTARILY PARTICIPATE.

ADDITIONAL INFORMATION CAN BE OBTAINED BY CONTACTING THE CONTRACT SPECIALIST, OR THE (CP)2 PARTNERSHIP TEAM AT (309) 782-7603.

(END OF CLAUSE)

(AS7502)

ITEM: M242 MOUNTING BRACKET NSN: 5340-01-304-6592

P/N: 12524488

\*\*\* END OF NARRATIVE A 001 \*\*\*

"AWARD OF THIS REQUIREMENT WILL RESULT IN A UNILATERAL PURCHASE ORDER BETWEEN THE U.S. GOVERNMENT AND A SUCCESSFUL OFFEROR. A PURCHASE ORDER IS AN OFFER BY THE U.S. GOVERNMENT TO BUY THE SUPPLIES OR SERVICES SPECIFIED IN SECTION B. IT BECOMES CONTRACTUALLY BINDING WHEN THE SUCCESSFUL OFFEROR DEMONSTRATES TO THE GOVERNMENT THAT HE/SHE ACCEPTS THE OFFER. THE OFFEROR DEMONSTRATES THAT HE/SHE ACCEPTS THE OFFER BY DELIVERING THE SUPPLIES ON TIME AND WITHIN THE TERMS AND CONDITIONS OF THE PURCHASE ORDER.

FAILURE TO PERFORM AND DELIVER IN ACCORDANCE WITH THE TERMS AND CONDITIONS OF THE PURCHASE ORDER CONSTITUTES NON-ACCEPTANCE. THEREFORE, IF THE DELIVERY DATE EXPIRES, SO DOES THE GOVERNMENT'S OFFER, AND THE PURCHASE ORDER IS NO LONGER EFFECTIVE. UNDER THESE CIRCUMSTANCES THE GOVERNMENT IS UNDER NO OBLIGATION TO ACCEPT SUPPLIES/SERVICES OR TO HONOR INVOICES.

\*\*\* END OF NARRATIVE A 002 \*\*\*

# Reference No. of Document Being Continued PIIN/SIIN DAAE20-01-P-0152 MOD/AMD

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Name of Offeror or Contractor: W MACHINE WORKS

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	SUPPLIES OR SERVICES AND PRICES/COSTS				
0001	Supplies or Services and Prices/Costs				
0001AA	PRODUCTION QUANTITY	250	EA	\$67.50000	\$16,875.00
	NSN: 5340-01-304-6592 NOUN: BRACKET, MOUNTING FSCM: 19200 PART NR: 12524488 SECURITY CLASS: Unclassified PRON: M111S549M1 PRON AMD: 01 ACRN: AA AMS CD: 070011H8GUN				
	Packaging and Marking PACKAGING/PACKING/SPECIFICATIONS: COMMERCIAL PACKAGING UNIT PACK: EA INTERMEDIATE PACK: 01 LEVEL PRESERVATION: Commercial LEVEL PACKING: Commercial				
	Inspection and Acceptance INSPECTION: Origin ACCEPTANCE: Origin				
	Deliveries or Performance           DOC         SUPPL           REL CD         MILSTRIP         ADDR         SIG CD         MARK FOR         TP CD           001         W52H091029A611         W45G19         J         1           DEL REL CD         QUANTITY         DEL DATE           001         125         18-APR-2001				
	002 125 18-MAY-2001				
	FOB POINT: Destination				
	SHIP TO: PARCEL POST ADDRESS  (W45G19) XU W390 RED RIVER MUNITIONS CTR  RECEIVING BLDG 499  10 ST AND K AVE  TEXARKANA TX 75507-5000				
	CONTRACT/DELIVERY ORDER NUMBER DAAE20-01-P-0152/0000				

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Name of Offeror or Contractor: W MACHINE WORKS

DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

8 52.210-4501

DRAWINGS/SPECIFICATION

MAR/1988

TACOM-RI

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 12524488 with revisions in effect as of 04/27/99 (except as follows): SEE ATTACHMENT 001

(CS6100)

PACKAGING AND MARKING

9 52.211-4503 PACKAGING REQUIREMENTS (COMMERCIAL)

FEB/2000

TACOM-RT

- a. The preservation, packing, and marking requirements shall be accomplished in accordance with the performance requirements defined herein.
  - b. The following Packaging requirements shall apply:

Preservation: COMMERCIAL Level of Packing: COMMERCIAL Quantity Per Unit Package: 001

Quantity of Unit Packages Per Intermediate Container: SEE PARAGRAPH 3 BELOW

- (1) Packaging Preservation, packaging, packing, unitization and marking furnished by the supplier shall provide protection for a minimum of one year and meet or exceed the following requirements:
- (i) Cleanliness Items shall be free of dirt and other contaminants which would contribute to the deterioration of the item or which would require cleaning by the customer prior to use. Coatings and preservatives applied to the item for protection are not considered contaminants.
- (ii) Preservation Items susceptible to corrosion of deterioration shall be provided protection such as preservative coatings, volatile corrosion inhibitors, or desiccated unit packs.
- (iii) Cushioning Items requiring protection from physical and mechanical damage (e.g., fragile, sensitive, material critical) or which could cause physical damage to other items, shall be protected by wrapping, cushioning, pack compartmentalization, or other means to mitigate shock and vibration to prevent damage during handling and shipment.
  - (2) Unit package:
- (i) Unit Package A unit package shall be so designed and constructed that it will contain the contents with no damage to the item(s), and with minimal damage to the unit pack during shipment and storage in the shipping container, and will allow subsequent handling. The outermost component of a unit package shall be a container such as a sealed bag, carton, or box.
- (ii) Unit Package Quantity Unless otherwise specified, the unit package quantity shall be one each part, set assembly, kit, etc.
  - (3) Intermediate Package:
- (i) Intermediate packaging is required whenever the quantity is over one (1) gross of the same national stock number and when such use enhances handling and inventorying, or whenever the exterior surfaces of the unit pack is a bag of any type, regardless of the size, or whenever the unit pack is less than 64 cubic inches, or when the weight of the unit pack is under five (5) pounds and no dimension is over twelve (12) inches. Intermediate containers shall be limited to a maximum of 100 unit packs, a net load of 40 pounds, or a maximum volume of 1.5 cubic feet, whichever occurs first.
  - (4) Packing:

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Name of Offeror or Contractor: W MACHINE WORKS

(i) Unit packages and intermediate packages not meeting the requirements for a shipping container shall be packed in shipping containers. All shipping containers shall be the most cost effective and shall be of minimum cube to contain and protect the items.

- (ii) Shipping Containers The shipping container (including any necessary blocking, bracing, cushioning, or waterproofing) shall comply with the regulations of the carrier used and shall provide safe delivery to the destination at the lowest tariff cost. The shipping container shall be capable of multiple handling, stacking at least ten feet high, and storage under favorable conditions (such as enclosed facilities) for a minimum of one year.
- c. Unitization: Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more unless skids or other forklift handling features are included on the containers. Pallet loads must be stable, and to the greatest extent possible, provide a level top for ease of stacking. A palletized load shall not exceed 4,000 pounds and should not exceed 52 inches in length or width, or 54 inches in height. The load shall be contained in a manner that will permit safe handling during shipment and storage.
- d. Marking: All unit packages, intermediate packs, exterior shipping containers, and as applicable, unitized loads shall be marked in accordance with MIL-STD-129, Revision N, Date 15 MAY 97, including bar coding, see AIM-BC1, Uniform Symbology Specification (USS)-39, Document Number X5-2. The contractor is responsible for application of special markings as discussed in the Military Standard regardless of whether specified in the contract or not. Special markings include, but are not limited to, shelf-life markings, structural markings, and transportation special handling markings. The marking of pilferable and sensitive material will not identify the nature of the material.
- e. Hazardous Materials: In addition to the general instructions listed above, hazardous materials or items as defined in CFR Title 49 are also subject to all applicable Department of Transportation regulations for packaging/packing, marking, labeling, container certification, and transport as listed in Code of Federal Regulations Title 49, Parts 100-180. If the shipment originates from outside the continental United States, the shipment shall be prepared in accordance with the United Nations recommendations on the Transport of Dangerous Goods in a manner acceptable to the Competent Authority of the nation of origin and in accordance with regulations of all applicable carriers.
- f. Quality Assurance: The contractor is responsible for establishing a quality system. Full consideration to examinations, inspections, and tests will be given to ensure the acceptability of the commercial package.
  - g. SUPPLEMENTAL INSTRUCTIONS: THE SPECIAL PACKAGING INSTRUCTIONS IN THE TECHNICAL DATA PACKAGE MAY BE USED AS REFERENCE.

(End of clause)

(DS6413)

10 52.247-4521 UNITIZATION/PALLETIZATION

JUL/1998

Shipments of identical items going to the same destination shall be palletized if they have a total cubic displacement of 50 cubic feet or more, unless skids or other forklift handling features are included on the container. Pallet loads must be stable and to the greatest extent possible provide a level top for ease in stacking. A palletized load shall not exceed 52 inches in length or width, or 54 inches of height. When LEVEL A packing is required, a four-way entry pallet or pallet box shall be used to contain the load in a manner that will permit safe multiple rehandling during storage and shipment.

(End of clause)

(DS7204)

INSPECTION AND ACCEPTANCE

SECTION E - SUPPLEMENTAL INFORMATION - THE FOLLOWING IPI REQUIREMENTS APPLIES TO CLIN 0001AA (MOUNTING BRACKET).

INITIAL PRODUCT INSPECTION (IPI)

An IPI shall be performed consisting of, "First Piece Inspection", of three (3) units taken from the Initial Production Lot. An inspection of all dimensions must be accomplished and documented with actual measurement

## **Reference No. of Document Being Continued**

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Name of Offeror or Contractor: W MACHINE WORKS

(check mark will not be accepted unless a calibrated gage is used, and the check mark indicates compliance with this measurement). All required certifications shall be obtained which verify compliance to the requirements. All required testing must be performed. Review and approval of the required data must be coordinated with the on-site Government Quality Assurance Representative (QAR). A letter/email will then be forwarded to the ARDEC POC, Ms. Marlys Klindt at klindtm@ria.army.mil, ARDEC, ATTN: AMSTA-AR-QAW-C(R)/Ms. Marlys Klindt, Rock Island, IL 61299, with a copy furnished to the TACOM-RI PCO, ATTN: Ms. Adelaide Tkatch, at tkatcha@ria.army.mil, with a concurrence line for the DCMC QAR once the IPI has satisfactorily been completed. This letter/email will also identify serial numbers of the parts inspected. Ms. Marlys Klindt shall be notified immediately should the contractor make any production process changes including vendor/supplier changes after the initial IPI. An ADDITIONAL IPI shall be performed whenever a CHANGE is made to the production process that may effect quality such as: tooling change, ECP or new vendor part is utilized. IPI'S for additional production process changes shall identify by serial number when the new process will be cut into production units. THE APPROVAL PROCESS FOR ADDITIONAL IPI'S SHALL BE THE SAME AS APPROVAL FOR THE INITIAL IPT.

#### \*\*\* END OF NARRATIVE E 001 \*\*\*

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(EA7001)

- 11 52.246.4025 HIGHER LEVEL CONTRACT REQUIREMENT, TACOM QUALITY SYSTEM REQUIREMENT OCT/2000
- (a) As the contractor, you shall implement and maintain a quality system that ensures the functional and physical conformity of all products or services you furnish under this contract. Your quality system shall achieve defect detection through final inspection and test. Your quality system shall, at a minimum, comply with the requirements of an ISO 9003 system.
- (b) Your quality system may be based on (1) international quality standards such as ISO 9003, or (2) commercial, or (3) national quality standards. You represent that your performance under this contract will be in accordance with your quality system, which is in compliance with:

( ) ISO 9001

( ) ISO 9002

( ) ISO 9003

( ) QS 9000

( ) ANSI/ASQ 9001

( ) ANSI/ASQ 9002

( ) ANSI/ASQ 9003

- (c) Certification of compliance for the quality system you identify above, by an independent standards organization or auditor, is not required.
- (d) At any point during contract performance, we have the right to review your quality system to assess its effectiveness in meeting contract requirements.

(End of clause)

(ES7023)

CONTINUATION SHEET	Reference No. of Document Be	Reference No. of Document Being Continued				
CONTINUATION SHEET	PIIN/SIIN DAAE20-01-P-0152	MOD/AMD				
Name of Offeror or Contractor: W MACHINE W	NORKS					

TACOM-RI

12

REWORK AND REPAIR OF NONCONFORMING MATERIAL

MAY/1994

- a. Rework and Repair are defined as follows:
- (1) Rework The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.
- (2) Repair The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.
- b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the
- c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, to the Contracting Officer for review and written approval prior to implementation.
- d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.
- e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

13 52.246-4531 ACCEPTANCE INSPECTION EQUIPMENT (AIE) TACOM-RI

JUN/2000

- (a) The contractor shall use a calibration system with traceability to a national or international standard for the AIE used on this contract.
- (b) The contractor shall provide all AIE (except for any AIE listed as available in Section H or Appendix I) necessary to assure conformance of material to the contract requirements.
- (c) AIE shall be available for use on the First Article (FA) submission, if FA is required, or prior to use for acceptance of production material on this contract.
- (d) Contractor furnished AIE shall be made (i) to the AIE designs specified in Section C, or (ii) to any other design provided the contractor's proposed AIE design is approved by the Government. Contractor's proposed AIE design for inspection of characteristics listed as ''Critical, Special or Major'' shall be submitted to the Government for review and approval as directed on the Contract Data Requirements List, DD Form 1423. Government approval of AIE design shall not be considered to modify the contract requirements.
- (e) When the contractor submits it's proposed AIE on commercial off the shelf equipment, the contractor shall include the manufacturer's name, model number, and sufficient information to show capability of the proposed AIE to perform the inspection required. When submitting proposed AIE design documentation on commercial computer controlled test and measuring equipment include information on (1) test program listing (2) flowcharts showing accept and reject limits and computer generated test stimuli (3) calibration program listing (4) sample of the printout of an actual test and calibration (5) test plan to verify accuracy of inspection and correctness of accept or reject decision (6) identification of the equipment by model name and number.
- (f) Resubmission of the contractor's proposed AIE design for Government approval on a follow on Government contract is not required, provided the inspection characteristic parameters specified in the technical data package and the previously approved contractor AIE design documentation have not changed. In this situation, the contractor shall provide written correspondence in the place of the AIE design documentation that indicates the prior approval and states that no changes have occurred.
- (g) The Government reserves the right to disapprove, at any time during the performance of this contract, any AIE that is not accomplishing its intended use in verifying an inspection or test characteristic.

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Name of Offeror or Contractor: W MACHINE WORKS

(End of clause)

(ES7018)

14 52.246-4540 TACOM-RT CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM (CP) 2-2000

MAR/1997

- a. The (CP)2-2000 program is a voluntary program open to all contractors. The program is a unified effort between the Government and the Contractor to confirm the development, use and continuous improvement of quality operations. Implementation and continuous improvement are measured and documented through independent audits and follow on reporting. For more information on the (CP)2-2000 program, please contact the Contracting Officer.
- b. The Government will not delay processing of this solicitation to afford any offeror additional time to complete the (CP)2-2000 certification process.
  - c. You may provide the following information relative to (CP)2-2000 certification:
    - (1)\_\_\_\_NOT CERTIFIED
    - (2)\_\_\_\_CERTIFIED
      - (i)\_\_\_DATE OF CERTIFICATION
      - (ii) CERTIFYING ACTIVITY
  - d. For Contractor facilities currently certified under the (CP)2-2000 program, the following shall apply:
- (1) Provided the process is in a state of statistical control and the minimum process performance index of 1.33 is met, the Contractor may eliminate acceptance inspections and acceptance testing for unlisted, minor, and major characteristics and parameters by providing written notice to the Contracting Officer and providing a copy furnished to the Administrative Contracting Officer. The provisions of the "Statistical Process Control (SPC)" clause of this contract still apply for reduction or elimination of acceptance inspection or acceptance testing for characteristics and parameters identified as "critical" or "special"
- (2) Design approvals for acceptance equipment and test equipment will be waived for unlisted, minor and major characteristics and parameters by providing written notice to the Contracting Officer. The provisions of the "Acceptance Inspection Equipment (AIE)" clause of this contract still apply for acceptance equipment and test equipment design approvals utilized for "critical" or "special" characteristics or parameters.
- (3) First Article Test Requirements shall be waived by the Contracting Officer when supplies identical or similar to those called for in the schedule have been previously furnished by the Contractor and have been accepted by the Government.
- e. The Government reserves the right to rescind, at no increase in contract price, the rights and benefits granted to the Contractor under this clause if the Contractor's quality performance deteriorates from the level specified within the (CP)2-2000 agreement between the Government and the Contractor.

(End of Clause)

(ES7016)

#### DELIVERIES OR PERFORMANCE

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(FA7001)

CONTINUATION SHEET	Reference No. of Document Be	Page 12 of 18	
CONTINUATION SHEET	PHN/SHN DAAE20-01-P-0152	MOD/AMD	

Name of Offeror or Contractor: W MACHINE WORKS

15	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
16	52.247-34	F.O.B. DESTINATION	JAN/1991
17	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
18	52.247-4531 TACOM-RI	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

- (a) The contract administration office designated at the time of contract award, or the office servicing the point of shipment if subsequently designated by the original office, will be the contact point to which the contractor will:
- (1) Submit, as necessary, DD Form 1659, Application for U.S. Government Bill(s) of Lading/Export Traffic Release, in triplicate at least ten days prior to date supplies will be available for shipment;
  - (2) Obtain shipping instructions as necessary for F.O.B. Destination delivery; and
- (3) Furnish necessary information for MILSTRIP/MILSTAMP or other shipment documentation and movement control, including air and water terminal clearances.
- (4) For FMS, at least 10 days in advance of actual shipping date the contractor should request verification of ''Ship to'' and ''Notification'' address from the appropriate DCMAO.
- (b) The contract administration office will provide to the contractor data necessary for shipment marking and freight routing.
- (c) The contractor shall not ship directly to a Military air or water port terminal without authorization by the designated point of contact.

(End of Clause)

(FS7240)

CONTINUATION CHEET			Refe	Reference No. of Document Being Continued						
	CONTINUATION SHEET			PIIN/SIIN DAAE20-01-P-0152			MOD/	MOD/AMD		
Name	Name of Offeror or Contractor: W MACHINE WORKS									
CONTRAC	T ADMINISTRA	TION DATA								
LINE ITEM_	PRON/ AMS CD	OBLG ACRN STAT	ACCOUNTING	CLASSIFICATION			JOB ORDER <u>NUMBER</u>	ACCOUNT STATION	ING	OBLIGATED AMOUNT
0001AA 07	M111S549M1	AA 2	97 X4930A	CGG 6D	26FB	S11116		W52H09	\$	16,875.00
								TOTAL	\$	16,875.00
SERVICE NAME Army		AL BY ACRN		CLASSIFICATION CCG 6D	26FB	S11116	ACCOUNT STATION W52H0	ON	\$_	OBLIGATED  AMOUNT  16,875.00

TOTAL \$ 16,875.00

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SPECIAL CONTRACT REQUIREMENTS

This document incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at these addresses:

http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars

If the clause requires additional or unique information, then that information is provided immediately after the clause title.

(HA7001)

19 52.246-4500 MATERIAL INSPECTION & RECEIVING REPORTS (DD FORM 250) MAY/2000 TACOM-RI

- (a) Material Inspection and Receiving Report(s) (DD Form 250), are required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report'. Distribution of reports to the Purchasing Office (in accordance with DoD FAR Supplement Appendix F) shall be accomplished electronically.
- (b) Two copies of the DD Form 250 are required to be submitted to the Purchasing Office. To satisfy this submission requirement electronically, the completed documents may be transmitted via electronic mail, or data fax. The electronic mail addresses for submission are frazierp@ria.army.mil and AMSTA-LC-CTRL@ria.army.mil. The data fax numbers for submission are (309) 782-4179, (ATTN: Peggy Frazier) and (309) 782-1338 (ATTN: Nancy Fraser).
- (c) Any additional copies required in accordance with Appendix F may be submitted to the addresses identified below via the U. S. Postal Service:
  - (1) The FMS/MAP copies may be submitted to:  $_{\rm N/A}$

(End of Clause)

(HS6510)

20 52.239-4500 YEAR 2000 (Y2K) COMPLIANCE

NOV/1998

- a. In the event that this contract calls for the delivery of any data processing hardware, software and/or firmware (to be referred to as information technology), such deliverables shall be required to perform accurate date/time processing involving dates subsequent to December 31, 1999. The information technology shall by Year 2000 compliant upon delivery.
- b. Definition. Year 2000 compliant means information technology that accurately processes date/time data (including, but not limited to, calculating, comparing, and sequencing) from, into and between the twentieth and twenty-first centuries, and the years 1999 and 2000 and leap year calculations. Furthermore, year 2000 compliant information technology, when used in combination with other information technology properly exchanges date/time data with it.

(End of clause)

(HS7506)

21 52.247-4545 PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION MAY/1993
TACOM-RI

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

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DEC/1991

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Name of O	fferor or Contractor:	W MACHINE WORKS	
For contrac	ts involving F.O.B.	Origin shipments furnish the following rail information:	
Does Shippi	ng Point have a pri	vate railroad siding? YES NO	
If YES, giv	e name of rail carr	ier serving it:	
If NO, give	name and address o	f nearest rail freight station and carrier serving it:	
Rail Freigh	t Station Name and	Address:	
Serving Car	rier:		
		(End of Clause)	
(HS7600)			
(HS/600)			
CONTRACT CL	AUSES		
This docume	nt incorporates one	or more clauses by reference, with the same force and effect as if th	ey were given in full text
		Officer will make their full text available. Also, the full text of a	clause may be accessed
electronica	lly at these addres	ses: http://www.arnet.gov/far/ or www.acq.osd.mil/dp/dars	
		neep-//www.arnee.gov/lar/ or www.acq.oba.arr/ap/aarb	
If the clau	se requires additio	nal or unique information, then that information is provided immediate	ly after the clause title.
(IA7001)			
22	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
23 24	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
25	52.222-19 52.222-21	CHILD LABOR - COOPERATION WITH AUTHORITIES AND REMEDIES PROHIBITION OF SEGREGATED FACILITIES	FEB/2001 FEB/1999
26	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER - CENTRAL CONTRACTOR	MAY/1999
		REGISTRATION	
27	52.243-1	CHANGES - FIXED PRICE	AUG/1987
28	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992
20	DFARS	DITY AMEDICAN ACT AND DAYANCE OF DAYMENING DOODAM	MAD /1000
29	252.225-7001 DFARS	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
30	252.225-7009	DUTY-FREE ENTRYQUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND	AUG/2000
	DFARS	COMPONENTS)	
31	252.225-7016 DFARS	RESTRICTION ON ACQUISITION OF BALL AND ROLLER BEARINGS	DEC/2000

252.225-7025 RESTRICTION ON ACQUISITION OF FORGINGS

POSTAWARD CONFERENCE

SUPPLEMENTAL COST PRINCIPLES

PRICING OF CONTRACT MODIFICATIONS

MATERIAL INSPECTION AND RECEIVING REPORT

32

33

34

35

36

DFARS

DFARS

DFARS

DFARS 252.246-7000

DFARS

252.231-7000

252.242-7000

252.243-7001

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Name of Offeror or Contractor: W MACHINE WORKS

37 52.213-4 TERMS AND CONDITIONS - SIMPLIFIED ACQUISITIONS (OTHER THAN COMMERCIAL ITEMS)

FEB/2001

Paragraph (b)(1)(ix) is deleted from this clause.

Information to be inserted in Paragraph (c):
 http://www.arnet.gov/far/

or

www.acq.osd.mil/dp/dars

38 52.215-8

-8 ORDER OF PRECEDENCE - UNIFORM CONTRACT FORMAT

OCT/1997

Any inconsistency in this solicitation or contract shall be resolved by giving precedence in the following order: (a) the Schedule (excluding the specifications); (b) representations and other instructions; (c) contract clauses; (d) other documents, exhibits, and attachments; and (e) the specifications.

NOTE: The Order of Precedence within the specifications (paragraph (e) above) is: (1) Detailed specifications (including gage designs) for item(s) being procured; (2) Detailed specifications for material or operations; (3) General Specifications for class or items, and (4) General Specifications for class of materials.

(End of Clause)

(IF7003)

39 52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES

APR/1984

- (a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.
- (b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)

(IF7016)

40 252.211-7005 SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS AUG/2000

- (a) <u>Definition</u>. ''SPI process,'' as used in this clause, means a management or manufacturing process that has been accepted previously by the department of defense under the Single Process Initiative (SPI) for use in lieu of specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Agency, the Defense Contract Audit Agency, and the military departments.
- (b) Offerors are encouraged to propose SPI process in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI process accepted at specific facilities is available via the Internet in PDF format at http://www.dcmc.hq.dla.mil/dcmc\_o/oc/spi/files/dbreport/files/modified.pdf and in Excel format at and in Excel format at http://www.dcmc.hq.dla.mil/dcmc\_o/oc/spi/files/dbreport/files/modified.xls.
- (c) An offeror proposing to use an SPI process in lieu of military or Federal specifications or standard cited in the solicitation shall--
  - (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
- (2) identify each facility at which the offeror proposed to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
- (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.

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Name of Offeror or Contractor: W MACHINE WORKS

(d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications or standards:

(Offeror insert information for each SPI process)

SPI Process:	
Facility:	
Military or Federal Specification or Standard:	
Affected Contract Line Item Number, Subline Item Number, Component, or Element:	
(a) If a progragitive offerer wigher to obtain prior to the time greatfied for require	

- (e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is lan acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror -
- (1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer;but
- (2) Must submit the information to the Contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of Clause)

(IA7009)

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Name of Offeror or Contractor: W MACHINE WORKS

LIST OF ATTACHMENTS

List of			Number	
Addenda	Title	Date	of Pages	Transmitted By
Attachment 001	CONTRACT SECTION C WORKSHEET	27-APR-1999	001	
Attachment 002	DOCUMENT SUMMARY LIST		001	
Attachment 003	DD1423 CDRL	07-JUL-1999	002	
Attachment 004	LIST OF ADDRESSES		0.01	

The following documents are hereby attached by reference and form a part of this acquisition. These documents are available in electronic format on the internet at http://aais.ria.army.mil/aais/SOLINFO/index.htm. Vendors should ensure that they have the correct revisions in their possession prior to submitting a bid proposal/quote.

List of			Number
<u>Addenda</u>	<u>Title</u>	<u>Date</u>	of Pages
Attachment 1A	Instruction for Completed DD Form 1423	JUN 90	1 Pg
Attachment 2A	IOC Form 715-3	FEB 96	2 Pgs
Attachment 3A	AMCCOM Form 71-R	010CT88	2 Pgs
Attachment 4A	Guidance on Document of Contractor Data Requirements List (CDRL)		2 Pgs
Attachment 5A	Disclosure of Lobbying Activities (SF-LLL)		3 Pgs

(End of Clause)

(JS7001)